

# **Exhibit 4**

STATE OF NEW YORK  
SUPREME COURT: COUNTY OF SUFFOLK

WELLS FARGO BANK, N.A.  
3476 Stateview Boulevard  
Pt. Mill, SC 29715

Plaintiff,

vs.

GEORGIA CANDEMERES A/K/A GEORGIA  
CANDEMERES-OTERO, ADMINISTRATOR OF THE  
SMALL BUSINESS ADMINISTRATION, CAPITAL  
ONE BANK, CITIFINANCIAL INC., SLOMINS  
INC., STEVE CAPPIELLO,

JOHN DOE (Said name being fictitious,  
it being the intention of Plaintiff to  
designate any and all occupants of  
premises being foreclosed herein, and  
any parties, corporations or entities,  
if any, having or claiming an interest  
or lien upon the mortgaged premises.)

Defendant(s).

TO THE ABOVE NAMED DEFENDANTS:

YOU ARE HEREBY SUMMONED to answer the Complaint in the above captioned action and to serve a copy of your Answer on the Plaintiff's attorney within twenty (20) days after the service of this Summons, exclusive of the day of service, or within thirty (30) days after completion of service where service is made in any other manner than by personal delivery within the State. The United States of America, if designated as a Defendant in this action, may answer or appear within sixty (60) days of service hereof. In case of your failure to appear or answer, judgment will be taken against you by default for the relief demanded in the Complaint.

NOTICE

YOU ARE IN DANGER OF LOSING YOUR HOME

If you do not respond to this summons and complaint by serving a copy of the answer on the attorney for the mortgage company who filed this foreclosure proceeding against you and filing the answer with the court, a default judgment may be entered and you can lose your home.

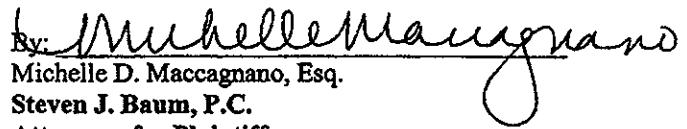
Speak to an attorney or go to the court where your case is pending for further information on how to answer the summons and protect your property.

**Sending a payment to your mortgage company will not stop this foreclosure action.**

**YOU MUST RESPOND BY SERVING A COPY OF THE ANSWER ON THE ATTORNEY FOR THE PLAINTIFF (MORTGAGE COMPANY) AND FILING THE ANSWER WITH THE COURT.**

Suffolk County is designated as the place of trial. The basis of venue is the location of the mortgaged premises foreclosed herein.

DATED: August 5, 2010

By:   
Michelle D. Maccagnano, Esq.  
Steven J. Baum, P.C.  
Attorneys for Plaintiff  
220 Northpointe Parkway Suite G  
Amherst, NY 14228  
Tel.: 716-204-2400

The law firm of Steven J. Baum, P.C. and the attorneys whom it employs are debt collectors who are attempting to collect a debt. Any information obtained by them will be used for that purpose.

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COMPLAINT

INDEX NO.: 28854/10

MORTGAGED PREMISES:  
195 MAYWOOD DRIVE  
MASTIC BEACH, NY 11951

SBL #:  
DISTRICT 0200,  
SECTION 980.40,  
BLOCK 7.00,  
LOT 38.000

The Plaintiff by its attorneys, Steven J. Baum, P.C., for its complaint against the Defendant(s) alleges  
upon information and belief as follows:

AS AND FOR A FIRST CAUSE OF ACTION:

FIRST: Plaintiff is a national banking association duly organized and existing under and by virtue of the  
laws of the United States of America and having its principal place of business in Sioux Falls, SD and the owner  
and holder of a note and mortgage being foreclosed.

SECOND: On or about the 15th day of February, 2008, GEORGIA CANDEMERES A/K/A GEORGIA  
CANDEMERES-OTERO duly executed and delivered a note whereby GEORGIA CANDEMERES A/K/A  
GEORGIA CANDEMERES-OTERO promised to pay the sum of \$172,000.00 with interest on the unpaid  
balance of the debt.

THIRD: That as security for the payment of said note GEORGIA CANDEMERES A/K/A GEORGIA  
CANDEMERES-OTERO duly executed and delivered a mortgage in the amount of \$172,000.00 which mortgage  
was recorded as follows and mortgage tax paid thereon:

Recording Date: April 8, 2008  
Book/Page: 21693/236  
County (or City Register of): Suffolk

FOURTH: The mortgaged premises are commonly known as 195 MAYWOOD DRIVE, MASTIC  
BEACH, NY 11951 and more fully described in "Schedule A" attached to this complaint. The tax map  
designation is known as all or part of SBL: DISTRICT 0200, SECTION 980.40, BLOCK 7.00, LOT 38.000.

**FIFTH:** That the Defendant(s) GEORGIA CANDEMERES A/K/A GEORGIA CANDEMERES-OTERO so named, has/have failed to comply with the conditions of the mortgage and note by failing to pay principal and interest and/or taxes, assessments, water rates, insurance premiums, escrow and/or other charges that came due and payable on the 1st day of June, 2009 as more fully set forth below. Accordingly, Plaintiff elects to call due the entire amount secured by the mortgage.

**SIXTH:** There is now due and owing on said mortgage the following amounts:

Principal balance: \$169,580.34

Interest Rate: 6.125%

Date interest accrues from: May 1, 2009

Escrow advances: \$3,348.14

Late charges: \$20.90

Inspection fees: \$15.00

Together with monies advanced for taxes, insurance, maintenance of premises and the costs, allowances and reasonable attorney's fees if permitted by the mortgage.

**SEVENTH:** In order to protect its security interest the Plaintiff or its agent has paid or may be compelled to pay during the pendency of this action, taxes, assessments, water rates, insurance premiums and other charges affecting the mortgaged premises. Plaintiff requests that any sums it or its agent has paid, together with interest, be included in the sum otherwise due as provided for and secured by the mortgage.

**EIGHTH:** Upon information and belief all the defendants herein have or claim to have some interest in or lien upon said mortgaged premises or some part thereof which interest or lien, if any, has accrued subsequent to the lien of Plaintiff's mortgage, or has been paid or equitably subordinated to Plaintiff's mortgage, or has been duly subordinated thereto, or is adverse to that of Plaintiff. The reason for naming said defendants is set forth in "Schedule B" that is attached to this complaint.

**NINTH:** The reason for naming any governmental agency or instrumentalities of the Federal, State or local government (however designated), is set forth in "Schedule C" that is attached to this complaint.

**TENTH:** Upon information and belief the defendant(s) "John Doe" are occupants of the premises being foreclosed, or may be any persons, corporations or entities who claim, or may claim, a lien or other interest against the premises.

**ELEVENTH:** If applicable, the mortgage originated in compliance with Banking Law Sections 595-a and 6-1 or 6-m and the Plaintiff has complied with all of the provisions of Section 595-a of the Banking law and any rules and regulations promulgated thereunder, Section 6-1 and 6-m of the Banking Law, and Section 1304 of the Real Property Actions and Proceedings Law.

**TWELFTH:** Plaintiff requests that in the event this action proceeds to judgment of foreclosure and sale, said premises be sold subject to: any state of facts an inspection of the premises would disclose or an accurate survey of the premises would show; covenants, restrictions, easements and public utility agreements of record, if any; building and zoning ordinances and possible violations of the same; any rights of tenants or persons in possession of the premises; any equity of redemption of the United States of America to redeem the premises within 120 days; prior mortgages and liens, if any. If the mortgage secures more than one parcel, Plaintiff requests the judgment of foreclosure provide for the sale of the parcels in a particular order to the extent necessary to satisfy the indebtedness.

**THIRTEENTH:** There are no other actions or pending proceedings at law to collect or enforce the note and mortgage.

AS AND FOR A SECOND CAUSE OF ACTION,  
PLAINTIFF HEREIN ALLEGES:

FOURTEENTH: Plaintiff repeats and re-alleges the allegations contained in Paragraphs "FIRST" through "THIRTEENTH", as though fully set forth herein.

FIFTEENTH: Upon information and belief, all the defendants herein have or claim to have some interest in or lien upon said mortgaged premises or some part thereof which interest or lien, if any, has accrued subsequent to the lien of Plaintiff's mortgage, or has been paid or equitably subrogated to Plaintiff's mortgage, or has been duly subordinated thereto, or is adverse to that of Plaintiff. The reason for naming said defendants is set forth in Schedule "B and/or C" that is attached to this complaint.

SIXTEENTH: It appears from the public records that Defendant STEVE CAPPIELLO holds a lien which is adverse to the Plaintiff's interest and which remains open of record as follows:

Recording date: November 13, 2003  
Book/Page: 20565/680  
(County of)(City Register of): Suffolk

It appears from the public records that Defendant SLOMINS INC. holds a lien which is adverse to the Plaintiff's interest and which remains open of record as follows:

Recording date: January 20, 2004  
Index No.: BAC 03 2334  
(County of)(City Register of): Suffolk

It appears from the public records that Defendant CAPITAL ONE BANK holds a lien which is adverse to the Plaintiff's interest and which remains open of record as follows:

Recording date: September 22, 2003  
Index No.: SMC 03 8643  
(County of)(City Register of): Suffolk

It appears from the public records that Defendant CITIFINANCIAL INC. holds a lien which is adverse to the Plaintiff's interest and which remains open of record as follows:

Recording date: January 27, 2004  
Index No.: 03 26572  
(County of)(City Register of): Suffolk

SEVENTEENTH: The interest of Plaintiff in the property is set forth in paragraph "FIRST", above.

EIGHTEENTH: Upon information and belief, all of the defendants are known, and none of them are infants, mentally retarded, mentally ill or alcohol abusers.

NINETEENTH: Upon information and belief, there are no persons not in being or ascertained at the commencement of this action who by any contingency contained in a devise or otherwise, could afterward become entitled to a beneficial estate or interest in the property involved in this action, and any judgment rendered herein will not and may not affect any such person not in being or not ascertained at the time of the commencement of this action.

**TWENTIETH:** The lien(s) of Defendants STEVE CAPPIELLO, SLOMINS, INC., CAPITAL ONE BANK and CITIFINANCIAL INC. appears to be prior and adverse to the mortgage being foreclosed and is subject to be declared invalid and extinguished pursuant to Article 15 of the Real Property Actions and Proceedings Law.

**TWENTY-FIRST:** Plaintiff hereby requests that the Judgment of Foreclosure state the following:

ORDERED, ADJUDGED AND DECREED, that the lien(s) which appear(s) to be prior and adverse to the mortgage being foreclosed, namely the lien of Defendant(s) STEVE CAPPIELLO, SLOMINS, INC., CAPITAL ONE BANK and CITIFINANCIAL INC., is/are hereby declared invalid and extinguished pursuant to RPAPL Article 15; and it is further

ORDERED, ADJUDGED AND DECREED, that Defendants STEVE CAPPIELLO, SLOMINS, INC., CAPITAL ONE BANK and CITIFINANCIAL INC. and all persons or entities claiming by, through or under them, be and are hereby forever barred and foreclosed of and from all right, claim, lien, interest or equity of redemption in and to said mortgaged premises; and it is further

ORDERED, ADJUDGED AND DECREED, that the record be reformed to reflect that the lien of Defendants STEVE CAPPIELLO, SLOMINS, INC., CAPITAL ONE BANK and CITIFINANCIAL INC. is invalid and extinguished;

**WHEREFORE, PLAINTIFF DEMANDS JUDGMENT:**

1. Adjudging and decreeing the amounts due the Plaintiff for principal, interest, costs, late charges, expenses of sale, allowances and disbursements, reasonable attorney's fees if provided for in the mortgage and any monies advanced and paid which are secured by the mortgage.
2. That the defendants and all persons claiming by, through or under them and every other person or entity whose right, title, conveyance or encumbrance is subsequent to or subsequently recorded, or whose lien is being challenged by being a defendant in this action, be barred and foreclosed of and from all right, claim, lien, interest or equity of redemption in and to said mortgaged premises.
3. That the said mortgaged premises, or such part thereof as may be necessary to raise the amounts due as aforesaid, be decreed to be sold according to law subject to the provisions of paragraph "TWELFTH" of this complaint.
4. That out of the monies arising from the sale thereof, the Plaintiff may be paid the amounts due on said note and mortgage, plus those items referenced in paragraph 1, above, together with any sums expended as aforesaid, with interest as allowed by law upon any advances from the dates of the respective payments, so far as the amount of such money properly applicable thereto will pay the same.
5. That either or any of the parties to this action may become a purchaser upon such sale.
6. That this court, if requested, forthwith appoint a receiver of the rents and profits of said premises with the usual powers and duties.
7. *HERE IS  
COPY OF  
NOTE?* That the defendants referred to in paragraph "FIFTH" of this complaint and any original or subsequent obligors so named in this action, may be adjudged to pay any deficiency that may remain after applying all of said monies so applicable thereto, unless the debt has been listed and discharged in a bankruptcy petition, or unless the Plaintiff is unable to produce a copy of the note, in which case no deficiency judgment will be sought.
8. In the event Plaintiff possesses any other liens against the premises, they shall not be merged with the same. Plaintiff specifically reserves its right to share in any surplus monies arising from the sale of the subject premises by virtue of its position as a judgment or other lien creditor, excluding the mortgage being foreclosed herein.

9. That Defendants STEVE CAPPIELLO, SLOMINS, INC., CAPITAL ONE BANK and CITIFINANCIAL INC. 's interest in the mortgaged premises, and all persons or entities claiming by, through or under them, be declared invalid and extinguished, and that Defendants STEVE CAPPIELLO, SLOMINS, INC., CAPITAL ONE BANK and CITIFINANCIAL INC. and all persons or entities claiming by, through or under them, be barred and foreclosed of and from all right, claim, lien, interest or equity or redemption in and to said mortgaged premises and that the plaintiff be granted reformation of the record to reflect said lien being extinguished.
10. Awarding the relief requested in the SECOND cause of action stated in this complaint.
11. That the Plaintiff may have such other and further relief as may be just, equitable and proper.

By: Michelle Maccagnano

Michelle D. Maccagnano, Esq.  
Steven J. Baum, P.C.  
Attorneys for Plaintiff  
220 Northpointe Parkway Suite G  
Amherst, NY 14228  
Tel.: 716-204-2400

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**PRIME TITLE SEARCH, LLC**

**Title No. PT-91256-10 (File No. 238126)**

**SCHEDULE A  
DESCRIPTION**

**District 0200, Section 980.40, Block 07.00 and Lot 038.000**

ALL that certain plot, piece or parcel of land, with the buildings and improvements thereon erected, situate, lying and being in the Town of Brookhaven, County of Suffolk, and State of New York, known and designated as and by Lot Nos. 2985, 2986, 2987, 2988, 2989, 2990 on a certain map entitled, "Sixth Map of Mastic Beach" and filed in the Office of the Clerk of the County of Suffolk on November 10, 1932 as Map No. 1105.

**Premises known as 195 Maywood Drive, Mastic Beach, New York**

**SCHEDULE A**

Schedule B - Defendants

GEORGIA CANDEMERES A/K/A  
GEORGIA CANDEMERES-OTERO

Record owner and original mortgagor.

STEVE CAPPLIELLO

Holder of a mortgage.

Named as a party Defendant herein to extinguish  
said Defendant's lien, as Plaintiff believes  
Defendant has been paid in full, and that the  
lien of the Plaintiff is superior.

Holder of a subordinate mortgage.

SLOMINS INC.

Holder of judgment(s).

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Holder of judgment(s).

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Said name being fictitious, it being the  
intention of Plaintiff to designate any and all  
occupants of premises being foreclosed herein,  
and any parties, corporations or entities, if  
any, having or claiming an interest or lien upon  
the mortgaged premises.

Schedule C - Defendants

ADMINISTRATOR OF THE SMALL  
BUSINESS ADMINISTRATION

Holder of a mortgage dated the 4th day of  
January, 2004 and recorded the 23rd day of  
January, 2004 in the office of the Suffolk County  
Clerk in Liber 20632 of Mortgages at page 535  
given to secure the amount of \$161,500.00.

STATE OF NEW YORK  
SUPREME COURT: COUNTY OF SUFFOLK

-----X

WELLS FARGO BANK, N.A.  
3476 Stateview Boulevard  
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Plaintiff,

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Defendants.

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SUMMONS AND COMPLAINT

-----X

STEVEN J. BAUM, P.C.  
Attorneys for Plaintiff  
220 Northpointe Parkway Suite G  
Amherst, NY 14228  
Tel.: 716-204-2400



Mailing Address  
P.O. Box 1291  
Buffalo, NY 14240-1291

Overnight Mail  
220 Northpointe Parkway  
Suite G  
Amherst, NY 14228

STEVEN J. BAUM, P.C.  
ATTORNEYS AT LAW

Phone Number

716-204-2400

Fax Number

716-204-4600

Not for Service

Web Site

WWW.MBAUM.COM

August 9, 2010

Re:Property: 195 MAYWOOD DRIVE, MASTIC BEACH, NY 11951  
Loan No.: 0081161424-708

Dear Borrower:

You may have had an unexpected expense or circumstances beyond your control which forced you to miss your mortgage payments. If this is the case, Wells Fargo Home Mortgage, INC. would like to discuss your situation to determine if there are options available to help you avoid foreclosure. These options are voluntary and can include:

- **Repayment Plan:** You would make your regular payment plus an additional sum each month to bring your loan current over a set period of time.
- **Loan Modification:** A loan modification is a written agreement between you and the lender that permanently changes the terms of the loan. A loan modification can include adding the arrears to the end of the loan.
- **Deed In Lieu of Foreclosure:** You would transfer ownership of your home to the lender. You would be given a short period of time to move from your home. Wells Fargo Home Mortgage, INC. would not seek any additional money from you.
- **Reinstatement of Your Loan:** You would pay the total amount necessary to bring your loan current (including but not limited to late fees, taxes advances, legal fees, etc).
- **Pre-foreclosure Short Sale:** This means you would sell your property prior to the foreclosure. If the price you are going to sell the property at is less than the total due, Wells Fargo Home Mortgage, INC. may agree to accept the sale proceeds to satisfy some or the entire amount you owe. Wells Fargo Home Mortgage, INC. must approve any offer that is less than the total amount due on the mortgage before an offer is accepted.

For more information on any of the above options, please contact us at **716-204-9400** so we may put you in contact with the Wells Fargo Home Mortgage, INC. Services Loss Mitigation Department. Their loss mitigation specialist will be able to assist you with the qualification process.

Contacting this office will not suspend your obligation to make your mortgage payments. This office will continue all collection and foreclosure activity unless and until a workout plan has been completed and agreed to by Wells Fargo Home Mortgage, INC. and you. You may be responsible for any and all legal fees and expenses incurred through this action. Responding to this does not terminate your obligation to timely respond to any pleadings you received in the pending Foreclosure action. We strongly recommend that you consult an attorney to preserve your legal rights.

Sincerely,

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